



Texas A&M University-Commerce  
Cooperative Education Program

Memorandum of Understanding

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\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
CWID

\_\_\_\_\_  
A&M-Commerce Academic Department

In consideration of the mutual benefits of the Cooperative Education Program, Texas A&M University-Commerce, the employer, and the student agree as follows:

A. The **EMPLOYER** agrees to:

1. Designate an individual to supervise the student and to serve as liaison between the employer and A&M-Commerce.
2. In conjunction with the student and faculty, establish measurable learning objectives at the beginning of each work term.
3. Provide the student employment averaging \_\_\_\_\_ hours per week.
4. Pay a minimum salary of \_\_\_\_\_ per hour.
5. Notify the university immediately of any change in the student's job duties and/or work supervisor.
6. Evaluate the student at least once per semester if requested by the student's faculty coordinator.

B. **TEXAS A&M UNIVERSITY-COMMERCE** agrees to:

1. Provide a faculty coordinator to monitor the progress of the student.
2. Make periodic contacts with the employer.
3. Determine a grade and award college credit in designated courses for successful job performance and completion of related assignments.
4. Notify the employer if the student withdraws from the Co-op course and/or the university.

C. The **STUDENT** agrees to:

1. Register for the appropriate number of credits in the Co-op program under the guidelines established by the department.
2. Work an average of \_\_\_\_\_ hours during each of the work terms.
3. Develop a well-planned series of learning objectives, in conjunction with the faculty coordinator and the employer, related to the goals of his/her instructional programs.
4. Immediately notify the faculty coordinator of any problems or changes in job responsibilities.
5. Abide by the regulations and policies of both the Co-op Program & the employer.
6. Remain employed the entire semester or risk the loss of credits.
7. Drop all credits if he/she leaves the Co-op program without the consent of the faculty coordinator or if he/she is discharged from the job prior to the completion of the required amount of time in the job.

**Dispute Resolution Process**

1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas A&M University-Commerce and the contractor to attempt to resolve any claim for breach of contract made by the contractor:
2.
  - a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the President of Texas A&M University-Commerce. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas A&M University-Commerce and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
  - b) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for all alleged breaches of contract by Texas A&M University-Commerce if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  - c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University-Commerce nor any other conduct of any representative of Texas A&M University-Commerce relating to the contract shall be considered a waiver of sovereign immunity to suit.
3. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at the Texas Register, Volume 25, Number 21, issued May 26, 2000.
4. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
5. The designated individual responsible on behalf of Texas A&M University-Commerce for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be the Director of Purchasing and Contract Administration at Texas A&M University-Commerce.

**SIGNATURES**

We agree to comply with the terms and conditions of this Agreement.

\_\_\_\_\_

For A&M-Commerce / Date

\_\_\_\_\_

For the Student / Date

\_\_\_\_\_

For the Employer / Date

Please return this form to  
The Dean of the Appropriate College